

Hawarden

AFSCME (Public Works)

7/1/2003 6/30/2007

HAWARDEN / AFSCME (PUBLIC WORKS)

03-07

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CITY OF HAWARDEN**

**and**

**LOCAL #1774**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES**

**IOWA/COUNCIL 61**

**2003 - 2007**

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# PREAMBLE

The City of Hawarden, hereinafter referred to as the "Employer," and Local #1774 American Federation of State, County and Municipal Employees, AFL CIO Iowa/Council 61, hereinafter referred to as the "Union," agree as follows:

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for:

INCLUDED: Full-time and regular part-time\* linemen, landfill operator, equipment operator, plant operator, light duty mechanic, laborer and working foremen.

\*Regular part time shall be employees who are employed on a twelve-month basis for twenty (20) hours or more per week.

EXCLUDED: Department Head, City Clerk, Assistant City Clerk, all clerical employees, meter reader, all police department employees, employees of a seasonal/ temporary nature (i.e. golf course, cemetery, swimming pool and mowing) and all other persons excluded by Section 20.4 of the Code of Iowa.

ARTICLE 2  
HOURS OF WORK

Section 1 - Regular Hours

The normal regular hours of work for full-time employees each day shall be consecutive except for interruptions for lunch periods.

Section 2 - Work Week

The normal work week for full-time employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

Section 3 - Work Day

Eight (8) consecutive hours of work exclusive of the meal period within the twenty-four (24) hour period beginning at 12:01 a.m. shall constitute the normal regular work day for all full-time employees with the exception of the employees listed in Section 2.

Section 4 - Rest Periods

All employees shall receive a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever possible.

Section 5 - Meal Periods

All employees shall be granted one (1) hour unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

#### Section 6

Normal scheduled hours of work shall be posted for all employees. Changes in such hours shall be preceded by a posting of five (5) working days. However, the employer may send employees home upon the completion of forty (40) hours of work at any time during the week. In such cases the employer will not hire part-time employees to perform work normally performed by these employees.

#### Section 7

Nothing contained in this Article is a guarantee of number of hours per day, or week or year.

### ARTICLE 3

#### OVERTIME

Time and one-half ( $1\frac{1}{2}$ ) an employee's straight time hourly rate shall be paid for actual hours worked in excess of forty (40) hours per week. Hours of vacation and holiday will count as actual hours worked for overtime payment.

An employee who is required to work on Sunday other than as part of his normal work week, shall be paid one and one-half ( $1\frac{1}{2}$ ) times his/her straight time hourly rate.



## ARTICLE 4

### SICK LEAVE

Sick leave is that leave which may be earned by a full-time Employee\* and which, after earned, may be used by the Employee only in case of actual personal illness, or injury, or doctor or dentist appointments for himself/herself which cannot be arranged outside working hours.

Eligible, full-time Employees\* shall be allowed to earn sick leave at the rate of one (1) day of sick leave, based on one (1) work day for each consecutive calendar month of service.<sup>1</sup>

Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed one hundred and twenty (120) days.\*

Sick leave may be granted, if earned, in minimum units of one hour. The employee must complete a sick leave form on the day he/she returns to work from any sick leave.

Sick leave of three (3) days or longer may be required to be verified by a doctor's statement upon his/her return to work.

\*Regular part-time employees shall be eligible for sick leave on a prorated basis.

<sup>1</sup>Month of service shall mean any month the employee works at least fifteen (15) days.

## ARTICLE 5

### LEAVES OF ABSENCE

A request for a leave of absence shall be submitted in writing by the Employee to the Department Head. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

The Department Head shall grant or deny leave, taking into consideration the work load and the Employee's request.

Authorization for leave, if granted, shall be furnished in writing. Any request for a leave of absence shall be answered promptly.

#### Bereavement Leave

A full-time Employee\* may be granted up to five (5) days annually with full pay to attend funeral services in the event of death in the immediate family - spouse, parents, children, brothers, sisters, grandchildren, or parents-in-law.

#### Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury services.

\*A regular part-time employee shall receive a prorated portion of the number of days.

Employees shall be paid the difference between any jury duty compensation less any specifically, separated designated travel and/or meal allowances and their regular wages for each day of jury service. If an employee's presence is not required, he/she shall be expected to return to work.

#### Military Leave

Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States of this State, shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days.

#### Emergency/Business Leave

An employee will be eligible for two days per year of non-cumulative leave with pay to attend to matters which cannot be accomplished at times other than during working hours.

Unless the leave is of an emergency nature, the employee will request approval for such leave at least three (3) calendar days in advance of the date of the leave.

Such leave will not be granted the day before or the day after holidays or vacations.

#### Unpaid Leaves

The employer may, in its sole discretion, grant an unpaid leave of absence.

## ARTICLE 6

### HOLIDAYS

The following days, which fall within an employee's work schedule, shall be recognized and observed as holidays:

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Christmas Day

An employee shall be eligible for pay for any holiday falling on a normal work day, provided he/she was in pay status and worked or was on an approved paid leave of absence the last regularly scheduled work day before and after the holiday.

Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the succeeding Monday shall be observed as the holiday.

An eligible employee shall be paid his/her current straight time hourly rate of pay times the number of hours scheduled on the holiday if the employee performs no work.

An eligible employee who works on any of the holidays listed above shall be paid time and one-half his/her straight time hourly rate for hours worked plus his/her holiday pay.

## ARTICLE 7

### VACATION

An employee\* shall be granted an annual paid vacation based upon the following years of continuous service as of July 1 each year:

<u>Years of Service</u>	<u>Vacation</u>
Less than one year	4/10 of a day for each month
After one year	Five (5) days
After two years	Ten (10) days
After ten years	Fifteen (15) days
After eighteen years	Twenty (20) days

An employee will be prorated when he/she moves from one accrual rate to another on the employee's anniversary date of hire for the employee's anniversary year only.

The rate of vacation pay shall be computed at the employee's straight time hourly rate times the normal daily hours of work times the number of days.

Vacations will be granted and scheduled by the Department Head, taking into account work load and an employee's request.

Vacation must be taken in the twelve-month period following the period in which earned.

\*Regular part-time employees shall receive a prorated number of vacation days.

When a holiday occurs during the vacation period of an employee, the employee's vacation period will be extended one additional day.

If after the employee has begun his/her vacation and the employer requires the employee to work during the scheduled period, the employee shall be compensated as follows:

- a. The employee shall be paid one and one-half ( $1\frac{1}{2}$ ) times his/her regular hourly rate of pay.
- b. The employee shall not be charged with vacation time for the hours worked.
- c. The employee's vacation time during which he/she worked shall be rescheduled according to the above language.

## ARTICLE 8

### WAGES

Effective July 1, 2003, an employee shall receive a three and one-half (3.5) percent increase on his/her 2002-2003 straight time hourly rate.

Effective July 1, 2004, an employee shall receive a three and one-half (3.5) percent increase on his/her 2003-2004 straight time hourly rate.

Effective July 1, 2005, an employee shall receive a three and one-half (3.5) percent increase on his/her 2004-2005 straight time hourly rate.

Effective July 1, 2006, an employee shall receive a three and one-half (3.5) percent increase on his/her 2005-2006 straight time hourly rate.

The City will provide at its discretion incentive and cross training stipends as provided in Appendix A. Such stipends will be paid July 1 of each year.

Employees will be paid in twenty-six pay periods. If a pay day falls on a holiday, payment shall be on the preceding regular work day. Payment, exclusive of deductions, shall be by warrants distributed to the employees.

A new employee will be hired at a rate determined by the employer.

## ARTICLE 9

### INSURANCE

The employer shall purchase a group life insurance policy for each full-time employee in the amount of \$10,000.

The employer shall make available a group medical program for full-time employees. The employer shall contribute the full premium for an employee who selects single coverage. For those employees who elect family coverage, the employer will contribute seventy percent of the dependent or spouse monthly premium:

Should the group insurance premium for 2004-2005 increase more than seven and one-half (7.5) percent over the 2003-2004 rate, the City and Union will meet to reduce the increase to no more than seven and one-half (7.5) percent by amending benefits and/or changing carriers. The same shall be in effect for each of the following two years of the contract. However, should the rates not increase seven and one-half (7.5) percent in a year, the amount not used will be carried over to the next year and so on.



## ARTICLE 10

### SENIORITY

Seniority shall be defined as an employee's length of continuous service since his/her last date of hire.

New employees shall be considered probationary employees during the first six (6) months of employment and as such not entitled to any benefits under this agreement. Upon completion, the employee's date for seniority shall revert back to his date of hiring for vacation, sick leave benefits under this contract, and he/she will be paid in accordance with Article 6 for any holiday which occurred during his/her probationary period. Probationary employees will be eligible for participation in the group insurance program the 1st of the month following the completion of thirty (30) days of work.

The employer shall provide the Union President a seniority list each July.

Seniority shall be broken by:

1. Resignation
2. Discharge
3. Retirement
4. Lay-off for one (1) year
5. Failure to report for work after recall
6. Unpaid leave of absence for one year

## ARTICLE 11

### WORK FORCE

Whenever the employer declares a position to be vacant, a notice of such vacancy shall be posted on the bulletin board for five (5) working days. An employee who wishes to be considered for such vacancy shall submit a written request to the Department Head.

In the event the employer decided to lay off employees it will retain the most qualified employees in the areas designated by the employer for reduction. When the choice is between two equally qualified employees performing in the job, the most senior employee will be retained.

Employees, other than probationary, laid off under this procedure, shall be eligible to be recalled to the position he/she held at the time of lay-off for up to one (1) year from the date of lay-off. If his/her position has been eliminated, that employee will be considered for any vacancy, which in the discretion of the employer, that employee is qualified.

An employee who is on lay-off must keep the Employer advised, in writing, of his/her current address.

An employee who fails to notify the employer of his/her intent to report for work and/or report for work upon being recalled will be considered to have resigned. An employee who is employed at the time of such notice shall have fourteen (14) calendar days, from receiving his/her recall notice, to report back to work.

## ARTICLE 12

### DUES CHECKOFF

The Employer agrees to deduct Union dues from the pay of those employees who individually request in writing that such deductions be made. Dues deductions may be terminated by any employee in thirty (30) days written notice to the Employer.

The amount of dues to be deducted each paycheck shall be certified to the employer by the Treasurer of the Union.

The employer shall monthly remit the dues to the Union Treasurer with a list of employees for which deductions were withheld.

It is expressly understood that the employer has no liability for the collection or payment to the Union any dues during the time an individual is not actually working for the Employer.

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders and judgments brought or issued against the city as a result of any action taken or not taken under the provision of this Article.

## ARTICLE 13

### SAFETY

The employer shall furnish protective devices, not shoes or clothing, which are required by safety procedures.

The employer shall pay the renewal fee for an employee required, as a condition of employment, to have a state-approved license for waste waster or pesticide.

If the employer requires an employee to obtain a commercial driver's license, the employer will pay the difference between the cost of a regular driver's license and the commercial driver's license.

## ARTICLE 14

### GRIEVANCE PROCEDURE

A grievance is defined as a violation of the express terms of this agreement. Should an Employee have a grievance, it shall be adjusted in the following manner:

STEP ONE An employee who claims a grievance shall present such grievance orally to his/her supervisor within five (5) calendar days after the date of the event which gave rise to the grievance. The Department Head shall give an oral answer to the employee within five (5) calendar days after the grievance was presented to him/her.

STEP TWO If the grievance is not settled in Step One, it may be appealed by the Employee within seven (7) calendar days from the answer of the Department Head or the expiration of the five (5) calendar days in which the Department Head had to provide the oral answer in Step One, whichever is later. The grievance shall be reduced to writing, signed by the employee, specifically stating the facts which gave rise to the grievance and the Section of this agreement alleged to have been violated. The grievance will be given to the City Administrator within the aforementioned seven (7) calendar day period. The City Administrator shall provide the employee a written answer within seven (7) calendar days after the grievance was presented to A

copy of this answer will be sent to the Union President.

STEP THREE If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by sending written notice to the City Council within ten (10) calendar days after the receipt of the Department Head's answer in Step Two. Said written notice shall be signed by the appropriate Union representative. When a timely request for arbitration has been made above, the employee and the Union shall, within ten (10) calendar days from the Employee's receipt of arbitration notice request a list of seven (7) names from the Federal Mediation and Cancellation Service. Either party may strike all or any of the names from said list. If after such striking a common name appears on the list, that person will be the arbitrator. Should no common name remain, the parties will request a second list of seven (7) names from the Mediation and Cancellation Service.

After determining who shall strike first, the parties shall alternately strike names until one name remains. The remaining person shall be the arbitrator.

The parties shall arrange a mutually acceptable date to have the arbitration hearing.

The arbitration hearing shall be limited to the grievant(s), appropriate representative(s) and witnesses.

The arbitrator, after the hearing and filing of briefs, shall render a written opinion and award.

The arbitrator shall not have the authority to add to, subtract from, modify, alter, or amend any terms of this agreement. The arbitrator shall have no authority to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties unless the arbitrator has exceeded his/her authority granted under this contract.

The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union. The Employer and the Union will share equally any costs of the arbitration hearing including hearing room costs and fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring the expense.

GENERAL PROVISIONS:

Presentation, discussion and processing of grievances shall occur at reasonable times during the work day. In no event shall such matters interfere with the work of the employees.

Arbitration hearings shall be scheduled outside the work day.

However, the employer may agree to hearings during work hours

when circumstances warrant. An employee required to attend such hearing will not suffer a loss of wages.

The failure of an employee to process a grievance within the applicable times specified above shall bar an appeal of such grievance and that grievance shall be considered settled.

The failure of the Employer to reply within the applicable times specified shall be deemed a denial of the grievance which may then be appealed to the next step.

Time limits may be extended by mutual agreement of the parties.

A representative of the employer will be available to discuss issues of concern which arise during the year. The Union may request a meeting after the written answer in Step 2 to discuss the grievance.

An employee shall be entitled to have a Union representative at Step 2 and above.



#### DURATION

This agreement shall be effective July 1, 2003, and continue in effect until June 30, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing two hundred and seventy (270) days prior to expiration date of contract that it desires to modify this agreement.

FOR THE CITY COUNCIL

FOR THE UNION

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

Date \_\_\_\_\_, 2003.

## LETTER OF UNDERSTANDING

The City of Hawarden and the American Federation of State, County and Municipal Employees Local of Council #61 agree as follows:

1. Article 9 (Insurance) of the 2000-2003 collective bargaining agreement provides a \$10,000 life insurance policy for each full-time employee.
2. However, in bidding the health insurance for 1994 the insurance company offering the most competitive rates required the City to provide life insurance on the basis of one times an employee's annualized salary. The City agreed to such a change and will provide this benefit while insured by this company.
3. The granting of this additional insurance is not precedent setting and cannot be used in any future proceeding against the City.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING**

The City acknowledges that it is making the Section 125 plan available to its employees for health insurance premium payment.

This plan will be made available provided it remains a part of the Internal Revenue Code.

Granting of the use of Section 125 is not precedent setting upon the City for future year bargaining and may not be used in any future proceeding against the City.

FOR THE CITY

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Dated \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING**

The parties agree that an employee who has worked overtime during the week may use vacation in lieu of sick leave to protect overtime hours worked.

FOR THE CITY

FOR THE UNION

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Dated \_\_\_\_\_, 2003.